

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOCAL INSIGHT MEDIA FINANCE HOLDINGS LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	60 Livingston Street		
<b>Internal Address:</b>	EP-MN-WS3D		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	NATIONAL BANKIING ASSOCIATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1954015	PHONE BOOK RECYCLING	
<b>Serial Number:</b>	77517002	HYP MEDIA	
<b>Serial Number:</b>	77516999	HYP MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 446-4800		
<b>Email:</b>	hsmith@kirkland.com		
<b>Correspondent Name:</b>	Hayley M. Smith, Sr. Legal Assistant		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	HYP (HSMITH)		

CH \$90.00 1954015

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	08/04/2008
<b>Total Attachments: 5</b> source=Assignment of SI-LIM Finance Holdings to US Bank#page1.tif source=Assignment of SI-LIM Finance Holdings to US Bank#page2.tif source=Assignment of SI-LIM Finance Holdings to US Bank#page3.tif source=Assignment of SI-LIM Finance Holdings to US Bank#page4.tif source=Assignment of SI-LIM Finance Holdings to US Bank#page5.tif	

**ASSIGNMENT OF  
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("*Assignment*") entered into as of July 25, 2008, is made by Local Insight Media Finance Holdings LLC, a Delaware limited liability company ("*Assignor*") in favor of U.S. Bank National Association, as Trustee under the Base Indenture as defined below ("*Assignee*").

WHEREAS, Assignor and HYP Media LLC, a Delaware limited liability company ("*Grantor*") entered into that certain Contribution Agreement, dated as of the date hereof (the "*Contribution Agreement*") and, in connection therewith, that certain Grant of Security Interest in Trademarks (the "*Trademark Security Agreement*") pursuant to which Grantor granted in favor of Assignor, and Assignor accepted, a continuing security interest in certain assets of Grantor (the "*Security Interest*"), including, without limitation, all right, title and interest in and to the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto (the "*Marks*");

WHEREAS, Grantor, Assignor (the "*Co-Issuers*") and Assignee, entered into that certain Base Indenture, dated as of the date hereof (the "*Base Indenture*"), pursuant to which the Co-Issuers granted to the Assignee, and Assignee accepted, a security interest in, among other things, all rights acquired by the Co-Issuers under the Contribution Agreement, including, without limitation, the Security Interest in the Marks;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 29, 2008, at Reel 3824, Frame 0731; and

WHEREAS, Assignor, as the beneficiary of the Security Interest in the Marks, wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Security Interest in the Marks and all rights of Assignor in connection therewith.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee the Security Interest in the Marks and all rights of Assignor in connection therewith.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of a continuing security interest in the Marks.

Assignee hereby acknowledges and agrees that the Security Interest assigned hereby has been granted to Assignor in connection with the Contribution Agreement and is expressly subject to the terms and conditions thereof. Assignee hereby acknowledges and agrees that its rights and remedies with respect to the Security Interest in the Marks assigned hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth

herein. Assignee hereby further acknowledges and agrees that the Security Interest in the Marks may be terminated only in accordance with the terms of the Contribution Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

**EXECUTED AND DELIVERED** on and effective as of July 25, 2008.

**LOCAL INSIGHT MEDIA FINANCE HOLDINGS LLC**

By:  
Name:  
Title:

  
\_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION,**  
not in its individual capacity but solely as Trustee

By:  
Name:  
Title:

\_\_\_\_\_

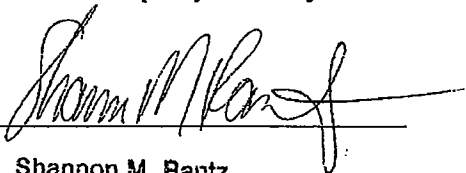
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

EXECUTED AND DELIVERED on and effective as of July 25, 2008.


**LOCAL INSIGHT MEDIA FINANCE HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**U.S. BANK NATIONAL ASSOCIATION,**  
not in its individual capacity but solely as Trustee

By:   
Name: \_\_\_\_\_  
Title: Shannon M. Rantz  
Vice President

**Schedule A**  
**to Assignment of Security Interest in Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App. No./ Reg. No.</b>	<b>App. Date/ Reg. Date</b>
PHONE BOOK RECYCLING (and Design)  Phone Book Recycling	U.S. Federal	Registered/ Renewed	1954015	02/06/1996
HYP MEDIA	U.S. Federal	Pending	77517002	07/08/2008
HYP MEDIA	U.S. Federal	Pending, Intent to Use	77516999	07/08/2008